

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**SPRING BUSINESS CENTER, INC.**

**VS.**

**TRAVELERS LLOYDS INSURANCE  
COMPANY**

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**CIVIL ACTION NO. 4:09CV2807**

**DEFENDANT'S NOTICE OF REMOVAL  
EXHIBIT C: COPIES OF PLEADINGS ASSERTING  
CAUSES OF ACTION AND ALL ANSWERS TO SUCH PLEADINGS**

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

COMES NOW, The Travelers Lloyds Insurance Company, defendant in the above-captioned cause, and files copies of all pleadings asserting causes of action and all answers to such pleadings, as required by Local Rule 81.2.

2009-04327

NO.

SPRING BUSINESS CENTER, INC.,  
Plaintiff,

v.

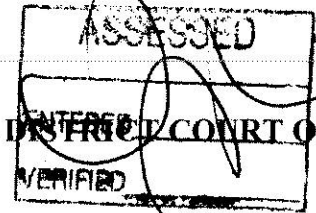
TRAVELERS LLOYDS INSURANCE  
COMPANY,  
Defendant.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

189<sup>th</sup> JUDICIAL DISTRICT



### PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

1. COMES NOW, the Plaintiff, Spring Business Center, Inc. ("Spring"), and files this its Original Petition complaining of and against Defendant, Travelers Lloyds Insurance Company ("Travelers"), and in support hereof would respectfully show unto the Court the following:

### DISCOVERY CONTROL PLAN

2. Discovery in this action should proceed under Level 2, TRCP 190.3.

### PARTIES

3. Plaintiff, Spring Business Center, Inc., ("Spring"), is a Texas corporation with its principal place of business located at 1407 West Clay, Houston, Harris County, Texas 77019. Service of process is not requested or necessary at this time.

4. Defendant, Travelers Lloyds Insurance Company ("Travelers") upon information and belief, is a corporation duly organized and existing under the laws of the state of Texas and authorized and doing business in Houston, Harris County, Texas. Accordingly, Travelers may be served with notice of this suit, by serving its' designated agent for service of process, Corporation Service Company, at its registered address, 701 Brazos Street, Austin, Travis County, Texas 78701.

## **JURISDICTION AND VENUE**

5. Plaintiff seeks damages under the common laws of the state of Texas. The amount in controversy exceeds the jurisdictional minimum for the District Courts of the state of Texas. Travelers is a corporation organized under the laws of the state of Texas and authorized and doing business in Houston, Harris County, Texas and having its registered office in Austin, Travis County, Texas.

6. Venue is proper in the District Court of Harris County, Texas, *inter alia* under the TEX. CIV. PRAC. & REM CODE §15.002(a)(1) because all or a substantial part of the events or omissions giving rise to the claim occurred in Harris County, Texas; under §15.035 TEX. CIV. PRAC. & REM CODE, because the defendant has contracted in writing to perform an obligation that is the basis of this suit in Harris County, Texas.

## **FACTUAL BACKGROUND**

7. In this Petition whenever it is alleged that the Defendant did any act or thing, it is meant that the Defendant's officers, agents, servants, employees, attorneys, or representatives did such act or thing and that at the time such act or thing was done, it was done with the full, expressed, implied or apparent authorization or ratification of the Defendant or was done in the normal and routine course and scope of employment of the Defendant's officers, agents, servants, employees, attorneys or representatives.

8. Spring owns a business park located at 22820 I-45 North, Houston, Harris County, Texas 77373.

9. On January 1, 2008, Spring purchased a commercial property insurance policy from Travelers to insure the buildings and personal property located in the business park against loss from,

among other things, all risks of direct, physical loss. The insurance policy's term was from January 1, 2008 to January 1, 2009.

10. On or about September 13, 2008, Spring suffered a loss to the buildings in the business park arising from Hurricane Ike. Spring notified Travelers of the loss and requested an investigation and payment under the terms of the insurance policy.

11. Yet, despite demand, Travelers has failed and refused and continues to fail and refuse to adequately investigate or pay Spring's claim.

12. Travelers has wrongfully delayed and/or denied coverage of the claim. Furthermore, Travelers has conducted an inadequate and outcome oriented investigation of the loss to act as a pretext for denying the claim.

#### **CAUSES OF ACTION**

13. Spring repeats and incorporates, by reference, the allegations of paragraphs 1 through 12 above and paragraphs 19 and through 24 below, as if fully set forth herein.

14. Spring alleges that violations of the common laws of the State of Texas were committed "knowingly" and with "gross negligence," "intent," and/or "malice" and as a result thereof, it is entitled to receive additional statutory and/or exemplary damages.

15. Spring further alleges that in all of the conduct complained of herein, all employees, servants, agents and representatives of Travelers had the actual, implied, or apparent authority to act on behalf of Travelers.



16. Spring further alleges that all conditions precedent to recovery herein have been performed or have occurred and that each cause of action alleged herein is plead additionally and alternatively.

17. Without waiving the foregoing, but strictly relying upon the same, Spring alleges that the actions and conduct of Travelers constitutes a breach of contract.

18. Without waiving the foregoing, but strictly relying upon the same, Spring alleges that the actions and conduct of Travelers violate the common law duty of good faith and fair dealing.

### **DAMAGES**

19. As a result of the actions and conduct complained of herein, Spring is entitled to recover all actual, incidental and compensatory damages sustained in an amount that exceeds the minimum jurisdictional limits of this court.

20. Spring is further entitled to the recovery of additional and/or exemplary damages due to the knowingly, grossly negligent, intentional and/or malicious actions and conduct of Travelers.

21. Spring is further entitled to the recovery of its reasonable and necessary attorneys fees incurred in connection with this suit.

22. Spring is further entitled to the recovery of pre-judgment and post-judgment interest herein at the maximum amount allowed by law.

23. Spring is further entitled to the recovery of costs of court.

**PRAYER**

24. WHEREFORE, PREMISES CONSIDERED, Plaintiff, Spring Business Center, Inc. ("Spring"), prays that the Defendant, Travelers Lloyds Insurance Company ("Travelers"), be cited to appear and answer herein, and that upon full and final trial herein, Spring recover from Travelers all actual damages sustained as the result of the actions of Travelers, along with additional and/or exemplary damages, and damages attributed to attorneys fees, costs of court, pre-judgment and post-judgment interest, and such other and further relief, whether general or special, at law and in equity, to which Spring may show itself justly entitled by this pleading or proper amendment hereto.

Respectfully submitted,



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ATTORNEY FOR PLAINTIFF,  
SPRING BUSINESS CENTER, INC.